

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 20.09.2019

CORAM

THE HONOURABLE MR.JUSTICE **N.SATHISH KUMAR**

C.S.No.587 of 2017

S.Haja Mohideen

...Plaintiff

Vs.

1.J.Selvakumar

2.Miraacle Movies,
Shyamala Gardens,
Off.Arcot Road,
Saligramam, Chennai – 600 093.

3.M/s.Gemini FX,
rep by its Manager (Lab-Incharge),
Vembuliamman Kovil Street,
Virugambakkam, Chennai – 600 092.

4.QUBE,
No.42, Ranga Road,
Mylapore, Chennai – 600 004.

5.UFO
No.178/3 & 4, J.B.Towers,
Kumaran Colony main Road,
Vadapalani, Chennai – 600 026.

6.M/s.Prasad Xtreme Digital,
rep by its Manager (Lab-Incharge),
Arunachalam Road,
Saligramam, Chennai – 600 093

...Defendants

Plaint filed under Order IV, Rule 1 of O.S.Rules and Order VII, Rule 1 of C.P.C., 1908, r/w Section 62 of the Copyright Act, 1957 praying for;

(i) Directing the Defendant to pay the Plaintiff a sum of Rs.33,81,000/-, which is the principal and interest due and payable by the defendant under the Promissory Note dated 17.03.2017, along with future interest at 3% per month on Rs.30,00,0000/- from the date of this Plaint till date of realization;

(ii) Grant a Permanent Injunction restraining the Defendant, his men, agents, and persons acting on his behalf from realizing the Tamil Film titled SERVER SUNDARAM, without settling the dues of the Plaintiff as undertaken in the Finance Agreement dated 17.03.2017.

(iii) Directing the defendant to pay costs of the suit.

For Plaintiffs : Mr.A.Chidambaram

For Defendants : Mr.Vijayan Subramanian (for D.1)

JUDGMENT

This suit has been filed for the following reliefs:

(i) Directing the Defendant to pay the Plaintiff a sum of Rs.33,81,000/-, which is the principal and interest due and payable by the defendant under the Promissory Note dated 17.03.2017, along with future interest at 3% per month on Rs.30,00,0000/- from the date of this Plaint till date of realization;

(ii) Grant a Permanent Injunction restraining the Defendant, his men, agents, and persons acting on his behalf from realising the Tamil Film titled SERVER SUNDARAM, without settling the dues of the Plaintiff as undertaken in the Finance Agreement dated 17.03.2017.

(iii) Directing the defendant to pay costs of the suit

2.The parties have arrived at a settlement and the

compromise memo dated 20.09.2019 has been signed by the parties, duly attested by the respective counsel. The terms of the compromise memo dated 20.09.2019 read as under:

"1.As per the compromise arrived at among the plaintiff and the defendant, the defendant had agreed to pay a total sum of Rs.30,00,000/- towards full and final settlement of the claims made in the above suit in C.S.No.587/2017 and the plaintiff has agreed to for the same.

2.The defendant had this day paid a sum of Rs.10,00,000/- out of the above said sum of Rs.30,00,000/- by way of Banker's Cheque dated 27.08.2019 and bearing No.313600 issued by Kotak Mahindra Bank Ltd., Valasaravakkam Branch, drawn in favour of the plaintiff, the receipt of which sum the plaintiff herein hereby acknowledges.

3.There shall be a Decree for the balance sum of Rs.20,00,000/- payable together with interest at 18% p.a., from this date till date of payment with costs. The defendant agrees to pay the entire decretal amount within a period of 4 months from this date.



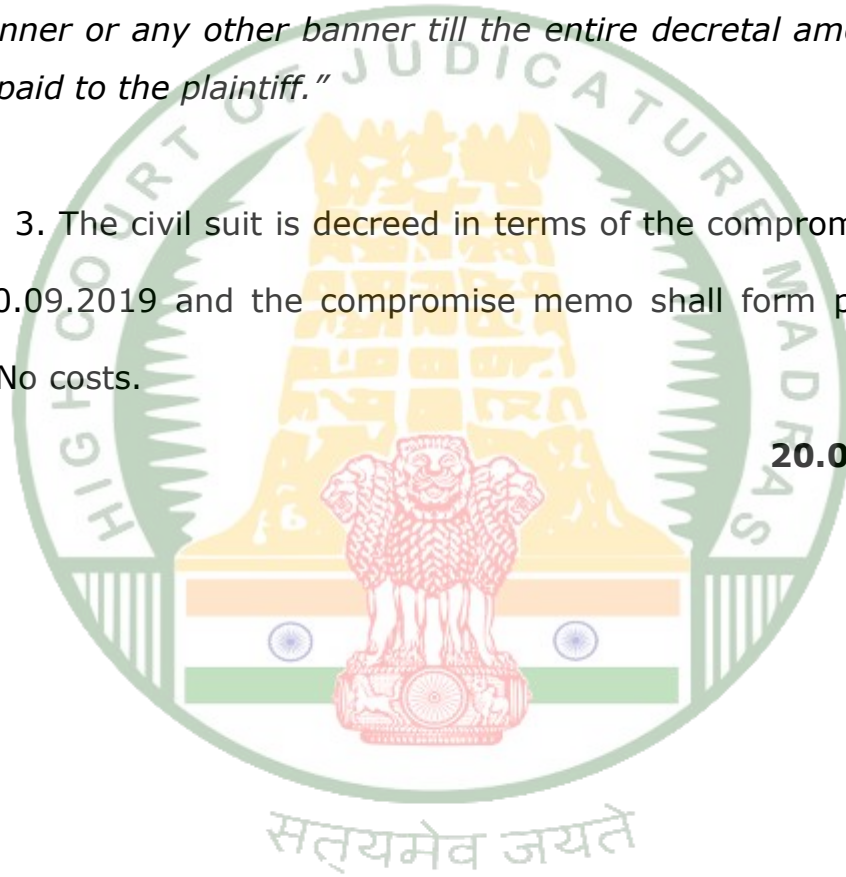
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4.The defendant also herein hereby agrees and undertakes not to release his forth coming film "Production No.7" tentatively titled as "VAAN" (Tamil & Malayalam – Color) featuring Dulquer Salmaan, Nivetha pethuraj etc., and directed by Ra.Karthik without paying the decretal amount in full or any other film produced by him under his banner or any other banner till the entire decretal amount is paid to the plaintiff."

3. The civil suit is decreed in terms of the compromise memo dated 20.09.2019 and the compromise memo shall form part of the decree. No costs.

20.09.2019

mrn



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N.SATHISH KUMAR.,J

mrm



C.S.No.587 of 2017

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20.09.2019